



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-9

For the meeting of: June 16, 2015

Date: May 28, 2015
To: Board of Supervisors
From: Phillip R. Crandall, Director *J Buckley*
Department of Health and Human Services - Public Health
Subject: Authorize and Execute Health Officer Agreement for Services for Fiscal Year 2015-16

RECOMMENDATION(S):

It is recommended that the Board of Supervisors:

- 1. Approve, ratify and authorize the Chair to execute three (3) originals of the attached Health Officer Agreement with Donald I. Baird, M.D. for services for FY 2015/16; and
- 2. Direct the Clerk of the Board to return two (2) signed originals of the Agreement to the Department of Health and Human Services (DHHS) – Contract Unit for forwarding to DHHS-Employee Services.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

Pursuant to Health and Safety Code section 101000 and Government Code section 24000, subdivision (s), counties are required to maintain a Health Officer. The Health Officer is required to enforce and observe 1) Board orders and ordinances pertaining to public health and sanitary matters, quarantines and

Prepared by Anne Davis-Gervan, AA II

CAO Approval *Amy Olsen*

REVIEW:

Auditor *MM* County Counsel *am* Human Resources _____ Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. D-9

Meeting of: June 10, 2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*
Ayes *Sundberg, Lovelace, Fennell, Bass*
Nays _____
Abstain _____
Absent *Bohn*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 16, 2015*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

regulations; 2) orders, including quarantine and other regulations prescribed by the California Department of Public Health; and 3) statutes relating to public health. The Health Officer is further required to implement measures to prevent the spread of communicable disease, including tuberculosis.

On January 3, 2012, your Board appointed Donald I. Baird, M.D. as the Health Officer for Humboldt County. On June 10, 2014, your Board approved an Agreement for Services with Dr. Baird for FY 2014-15, which will expire on June 30, 2015.

DHHS wishes to continue the Agreement with Dr. Baird for FY 2015-16, effective July 1, 2015 through June 30, 2016, a period of twelve (12) months with no salary increase. Reimbursement for membership fees, as pertaining to the Health Officer position, and a partial reimbursement for cell phone use expenses have been included in FY 2015-16. These additions to the Health Officer Agreement will allow for more effective service to the Humboldt County community.

Therefore, DHHS recommends that the Board approve the Agreement for Services with Dr. Baird for the term July 1, 2015 through June 30, 2016.

FINANCIAL IMPACT:

The Health Officer position is included in Fund 1175, Budget Unit 400 – Administration. The FTE of the position is 0.55 FTE and the salary, as specified in Exhibit A of the attached Agreement, is \$86.09 per hour. Annual salary cost for the Health Officer position will be \$98,487. The annual salary for the service agreement with Dr. Baird was included in the proposed County budget process for FY 2015-16. There is no impact to the County General Fund.

Approving the proposed Agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the Agreement. This is not recommended, as the County is required to maintain a Health Officer pursuant to Health and Safety Code section 101000 and Government Code section 24000, subdivision (s).

ATTACHMENTS:

Three (3) original copies of the Health Officer Agreement for Services between County of Humboldt and Donald I. Baird, M.D.

**AGREEMENT FOR SERVICES BETWEEN
COUNTY OF HUMBOLDT
AND
DONALD I. BAIRD, M.D.**

This Agreement for Services ("Agreement") is made and entered into this 16th day of June, 2015 by and between the County of Humboldt (hereinafter referred to as "COUNTY") and Donald I. Baird, M.D. (hereinafter referred to as "EMPLOYEE") upon the following considerations:

WHEREAS, COUNTY wishes to engage the services of a Health Officer and EMPLOYEE has agreed to provide those services;

WHEREAS, EMPLOYEE represents and warrants that he is specially trained, experienced, and competent to perform the duties, obligations, and responsibilities of a Health Officer and wishes to accept such employment on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES:

- 1.1 EMPLOYEE shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the services, duties, obligations, and responsibilities of a Health Officer, as set forth in Exhibit A, attached hereto and by this reference incorporated herein.
- 1.2 EMPLOYEE agrees to perform the services, duties, obligations, and responsibilities required by this Agreement to the best of his ability in an efficient and competent manner consistent with the standards of the profession and all requirements and standards established by applicable local, state, and federal laws, ordinances, regulations, and resolutions.
- 1.3 EMPLOYEE's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by EMPLOYEE that the performance of these services and work may require a varied schedule as mutually agreed by the Department of Health and Human Services Director and EMPLOYEE. EMPLOYEE's work hours and schedule shall be set and/or approved by the Department of Health and Human Services – Public Health Director in advance.
- 1.4 EMPLOYEE understands and agrees that COUNTY may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the scope of services of EMPLOYEE.

2. COMPENSATION:

COUNTY shall pay to EMPLOYEE the compensation set forth in Exhibit A which shall constitute full compensation for all services and work performed by EMPLOYEE under this Agreement.

3. STATUS OF EMPLOYEE:

- 3.1 It is expressly understood by the parties that EMPLOYEE in his capacity as Health Officer is a contracted employee, serving "at will," terminable without cause, and at the pleasure of the Board of Supervisors. EMPLOYEE is appointed by the Board of Supervisors and will report to the Department of Health and Human Services Director or his/her designee(s) for purposes of fulfilling the services set forth in Exhibit A. EMPLOYEE will make any necessary communications with the Board of Supervisors in coordination with the Department of Health and Human Services Director or designee(s).
- 3.2 EMPLOYEE understands and agrees that the position of Health Officer is a regular part-time, unclassified position within the COUNTY, and agrees that his employment is subject to all applicable personnel policies and regulations of the COUNTY pertaining to any other regular part-time, unclassified employee of the COUNTY, except as set forth in this Agreement.

4. STANDARD OF PRACTICE/CODE OF CONDUCT:

- 4.1 EMPLOYEE represents and warrants that he has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. EMPLOYEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercised under like circumstances.
- 4.2 EMPLOYEE shall comply with all applicable local, state, and federal requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of Health Officer or which give rise to the appearance of impropriety.
- 4.3 EMPLOYEE agrees to adhere by all of the policies, procedures, rules and regulations set forth by COUNTY. To the extent that COUNTY's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

5. TERM AND RENEWAL:

The term of this Agreement shall be for one year, effective as of July 1, 2015 until June 30, 2016, unless sooner terminated as provided herein. This Agreement may be renewed for subsequent terms by written amendment executed by the parties hereto.

6. TERMINATION:

EMPLOYEE understands and agrees that his employment by COUNTY as a Health Officer is "at will." EMPLOYEE may be terminated at any time for any reason permitted by law, with or without cause and with or without notice.

7. REQUIRED LICENSES, CERTIFICATES AND PERMITS:

Any and all local, state and federal licenses, certificates, and/or permits necessary for EMPLOYEE to provide the services and work described in Exhibit A must be procured by

EMPLOYEE and be valid at the time EMPLOYEE enters into this Agreement. Further, during the term of this Agreement, EMPLOYEE must maintain such licenses, certificates, and/or permits in full force and effect. Licenses, certificates, and/or permits may include, but are not limited to, driver's license, professional licenses or certificates and business licenses. Such licenses, certificates, and/or permits will be procured and maintained by EMPLOYEE at no expense to COUNTY.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC:

Except as expressly stated in Exhibit A, COUNTY shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone services as is necessary for EMPLOYEE to provide the services identified in Exhibit A to this Agreement.

9. MAINTENANCE OF RECORDS AND AUDIT:

9.1 EMPLOYEE shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and local rules and regulations pertaining to the provision of the services set forth in Exhibit A. Said records shall be the property of the COUNTY.

9.2 The Department of Health and Human Services shall have access to all Public Health records and, further, shall have the right to monitor and audit all work performed and all records, documents, conditions, and activities of EMPLOYEE.

10. CONFIDENTIAL INFORMATION; RETURN OF RECORDS:

10.1 In the performance of this Agreement, EMPLOYEE may receive information that is confidential under local, state or federal law. EMPLOYEE agrees to protect the confidentiality of all information transmitted pursuant to the terms and conditions of this Agreement in conformance with, as applicable: California Welfare and Institutions Code Sections 827, 5328, and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the federal Health Insurance Portability and Accountability Act ("HIPAA"), as codified at 42 United States Code ("U.S.C.") Sections 1320d *et seq.* and any current and future regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162, and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time, and any other applicable local, state and federal laws and regulations that govern the confidentiality, privacy, security and transmissions of health related and non-health related information.

10.2 EMPLOYEE acknowledges and understands that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. EMPLOYEE agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

10.3 When this Agreement expires or terminates, EMPLOYEE shall return to COUNTY all records, which EMPLOYEE utilized or received from COUNTY to perform services under this Agreement.

11. NONDISCRIMINATION:

11.1 In connection with the execution of this Agreement, the parties shall not discriminate in the provision of professional services or against any employee, or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other protected classifications. Nothing in this provision shall be construed to require employment of unqualified persons.

11.2 Each party further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

12. ASSIGNMENT:

This is an Agreement for the personal services of EMPLOYEE. COUNTY has relied upon the skills, knowledge, experience, and training of EMPLOYEE, as an inducement to enter into this Agreement. EMPLOYEE shall not assign or subcontract this Agreement without the express written consent of COUNTY. Further, EMPLOYEE shall not assign any monies due or to become due under this Agreement without the prior written consent to COUNTY. Any assignment by EMPLOYEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

13. WAIVER OF DEFAULT:

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. DUTY OF LOYALTY; CONFLICTS; INDEMNIFICATION:

14.1 EMPLOYEE agrees that he has no interest and shall not acquire any interest, direct or indirect, or participate in any activity that would conflict in any manner or degree with the performance of the work and services under this Agreement.

14.2 COUNTY acknowledges that EMPLOYEE is employed by Open Door Community Health Centers, separate and apart from his part-time employment with COUNTY. EMPLOYEE shall notify the County of any other employment, appointment or volunteer work. Further,

EMPLOYEE shall not represent, market, advertise, affiliate, or otherwise hold himself out as an agent, representative, or employee of COUNTY for any work performed by EMPLOYEE in EMPLOYEE'S private medical practice. Any and all work performed by EMPLOYEE in his private medical practice shall be work performed by EMPLOYEE in his sole individual capacity and not on behalf of the COUNTY.

14.3 EMPLOYEE hereby agrees to indemnify, defend, save, and hold harmless COUNTY from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to EMPLOYEE's performance or conduct while engaging in any activity outside the scope of this Agreement and/or in his private medical practice, before, during, or after the termination of this Agreement. EMPLOYEE understands that this obligation of indemnification survives the expiration or termination of this Agreement.

15. SEVERABILITY:

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any local, state or federal statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. AMENDMENT:

This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual agreement of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. NOTICE:

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party, during the term of the Agreement, which EMPLOYEE or COUNTY shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

COUNTY OF HUMBOLDT
Department of Health and Human Services
Attention: Director
507 F Street
Eureka, CA 95501

EMPLOYEE
Donald I. Baird, M.D.
400 Ananahy Drive
Fortuna, CA 95540

18. CONTRACT INTERPRETATION:

Pursuant to Government Code section 33202, the terms and conditions of this Agreement shall be interpreted to ensure that EMPLOYEE, as the County Health Officer, has sufficient authority and resources to perform his duties as the County Health Officer as required under State or County laws or regulations. The terms and conditions of the Agreement shall be interpreted so as to ensure that the Agreement does not impede EMPLOYEE from carrying out the duties of a Health Officer as required by State and County laws and regulations.

19. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure sections 394 and 395.

20. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration or modification is in writing and signed by a duly authorized representative of COUNTY and EMPLOYEE, as set forth above in Section 16.

21. LEGAL CONSULTATION:

EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, and that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

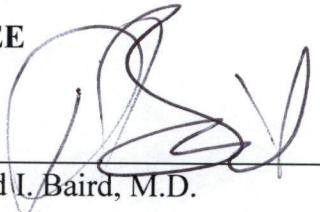
22. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

EMPLOYEE

By: 
Donald I. Baird, M.D.

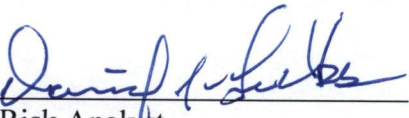
2 June 2015
Date

COUNTY OF HUMBOLDT

By: 
Estelle Fennell
Chair, Board of Supervisors

6/16/2015
Date

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

6/3/15
Date

**AGREEMENT FOR SERVICES BETWEEN
COUNTY OF HUMBOLDT AND
DONALD I. BAIRD, M.D.**

EXHIBIT A

- A. SCOPE OF WORK: Donald I. Baird, M.D. (hereinafter "EMPLOYEE") is retained by the County of Humboldt (hereinafter "COUNTY") as an "at will" part-time employee to serve as a Health Officer. Services by the Health Officer shall be provided under the direction of the Department of Health and Human Services (hereinafter "DHHS" or "Department") Director or his/her designee(s) and will be subject to the following performance criteria, including but not limited to:
- A.1. Provide consultation and direction to DHHS regarding the medical operations required to meet all mandated public health requirements and to perform Health Officer duties specified in state law, including but not limited to the California Health and Safety Code and the Humboldt County Code.
 - A.2. Establish written medical policies as needed.
 - A.3. Serve as a medical consultant for the DHHS and provide guidance and recommendations to the Director or his/her designee(s) on a variety of topics as coordinator or participant with the Public Health Director.
 - A.4. Interpret state regulations and ordinances as they pertain to patient care needs.
 - A.5. Serve as liaison between the DHHS and physicians or other community groups, as directed by the Department's Director or his/her designee(s).
 - A.6. Serve on committees as appropriate to the performance of duties as Health Officer in consultation with the Department's Public Health Director.
 - A.7. In the event of a disaster, the EMPLOYEE, in consultation with the DHHS Public Health Director, shall be available on a full-time basis and be compensated up to 40 hours per week, or additional hours as the COUNTY deems necessary, until the disaster (emergency) is resolved.
 - A.8. In the event of a health emergency, the EMPLOYEE, in consultation with the DHHS Director, shall be available on a full-time basis and compensated up to 40 hours per week, or additional hours as the COUNTY deems necessary.

EMPLOYEE understands and agrees that COUNTY may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the scope of work of EMPLOYEE.

B. COMPENSATION:

- B.1. Salary: \$86.09 per hour for 22 hours per week, which shall be adjusted by COUNTY by the same amount granted to management employees for across-the-board cost of living increases.

(a) Administrator on Duty: The Health Officer shall receive 5% of the Salary specified in B.1 as compensation for providing 24/7 around-the-clock, on-call coverage as Public Health Administrator on Duty.

(b) Administrative Leave: 10 days of administrative leave prorated in accordance with employees full time equivalent (FTE) will be available effective the first pay period beginning in July through the last pay period beginning in June. Such leave may not be carried into succeeding fiscal years and shall be forfeited upon termination of employment.

B.2. EMPLOYEE shall present a signed bi-weekly time sheet to the DHHS in accordance with Department policy.

B.3. COUNTY shall reimburse EMPLOYEE for the cost of attendance at meetings necessary to satisfy his job obligations, *e.g.*, meetings at the State Health Department as necessary, with the prior approval of the DHHS Public Health Director.

B.4. Cellular Phone/Mobile Communication Device: During the term of this Agreement, EMPLOYEE shall be reimbursed a flat rate of Fifty Dollars (\$50.00) each month for EMPLOYEE to utilize towards the cost of using EMPLOYEE's privately owned cellular phone/mobile communication device to perform COUNTY-related business. EMPLOYEE will be required to submit reimbursement through the Department's internal reimbursement process and approved by the Public Health Director.

(a) COUNTY is providing the reimbursement for the purpose of offsetting the costs for business use of EMPLOYEE's privately owned cellular phone/mobile communication device. EMPLOYEE will be solely responsible for the costs of private ownership, including but not limited to the purchase, activation, maintenance, support, monthly usage, late fees, interest, term commitments, and replacement of such devices and any increase in personal income tax liability.

(b) EMPLOYEE shall protect his cellular phone/mobile communication device against loss, theft, or damage and shall report the loss of theft of any such device immediately to the Department as soon as possible to assess any breaches of security and to implement measures to prevent disclosure of any confidential information.

(c) EMPLOYEE acknowledges and understands that records relating to EMPLOYEE's use of his personal cellular phone/mobile communication device to conduct COUNTY-related business may be subject to disclosure as a public record and/or in the course of litigation. Employee understands that he has no expectation of privacy in the use of his personal cellular phone/mobile communication device when conducting COUNTY-related business, and agrees to provide timely access to COUNTY to review all records related to the use of his personal cellular phone/mobile communication device to perform COUNTY-related business, including but not limited to phone logs, voice mail messages, text messages, data storage, and internet usage logs.

(d) In using EMPLOYEE's privately owned cellular phone/mobile communication device to perform COUNTY-related business, EMPLOYEE shall comply with all local, state and federal laws governing the use of cellular phone/mobile communication devices, including laws and regulations governing the use of cellular phone/mobile communication devices in

vehicles. EMPLOYEE acknowledges and understands that he shall be solely responsible and personally liable for any citation, violation, or failure to abide by any local, state, or federal law relating to his use of his private cellular phone/mobile communication device. Further, EMPLOYEE shall comply with all COUNTY and departmental policies related to the use of cellular phone/mobile communication devices.

B.5. Membership Fees: During the term of this agreement, EMPLOYEE shall be reimbursed up to One Thousand Dollars (\$1,000.00) towards the cost of membership fees associated with EMPLOYEES tenure as County Health Officer. EMPLOYEE will be required to submit reimbursement through the Department's internal reimbursement process and approved by the Public Health Director.

C. SPACE AND OTHER SUPPORT:

COUNTY shall make available during the term of this Agreement the space designated for the service and such equipment as mutually agreed to as necessary for the proper operation and conduct of EMPLOYEE's responsibilities.

D. SUPPLIES:

COUNTY shall purchase all appropriate expendable supplies for the proper operation of EMPLOYEE's responsibilities. In the event EMPLOYEE incurs additional expenses, EMPLOYEE shall not be entitled to reimbursement of any or all expenses incurred in the performance of his job duties that have not previously been authorized by COUNTY.